#### CITY OF ALBUQUERQUE

#### REQUEST FOR BID

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR

REQUEST NUMBER: RFB2005-077-SB

TITLE: FWD SEDAN, PASSENGER/CARGO VANS, HYBRID PICK-UPS, ALT. FUEL SUVS

OPENING DATE: DECEMBER 8, 2004 (1:30 PM)

#### FOR ADDITIONAL INFORMATION CONTACT:

SUZANNE BOEHLAND, SENIOR BUYER, (505) 768-3320 CITY OF ALBUQUERQUE PURCHASING OFFICE ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER POST OFFICE BOX 1293 ONE CIVIC PLAZA ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

OFFICE OF THE CITY CLERK CITY OF ALBUQUERQUE POST OFFICE BOX 1293 ONE CIVIC PLAZA ALBUQUERQUE, NEW MEXICO 87103

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM DECEMBER 8, 2004

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:

ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT CENTER 7TH FLOOR CONFERENCE ROOM ONE CIVIC PLAZA ALBUQUERQUE, NEW MEXICO

## Page 2 of 34 GENERAL INFORMATION & REQUIREMENTS RFB2005-077-SB

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOL	LOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.
	OFFEROR COMPLIANCE FORM COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
	PRICING DETAIL FORM(S) COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
	SPECIFICATION CHARTS COMPLETE ALL PRICING DETAIL, INCLUDING BASE COST PER UNIT, OPTIONS, AND ADDITIONAL OPTIONS PRICES (THIS IS VERY IMPORTANT).
	OFFEROR COMMENTS FORM IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
	LOCAL PREFERENCE CERTIFICATION FORM IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.

VENDOR NAME:

## Page 3 of 34 OFFEROR COMPLIANCE FORM RFB2005-077-SB

REQUEST NUMBER: RFB20 DPENING DATE: <b>DECEMBE</b>			CALL S		NFORMATION BOEHLAND )	
DELIVERY DATE:			FOB P	-		
(PLEA	SE SPECIFY)		VARIO	US DEPAR	TMENTS	
REQUISITION NUMBER(S):	167599		ALBUC	UERQUE,	NM	
BID BOND AMOUNT: \$0.00		PERFORM BOND				
BID BOND PERCENT: 0%		PERFORMANCE	-			
IF APPLICABLE, BID AN AND CONDITIONS.	ND PERFORMANCE BOND	INFORMATION CAN	I BE FOUND I	N THE SUI	PPLEMENTAL	TERMS
	DICATE YOUR FIRM'S DIS IUM ACCEPTABLE PERIOD			¯:		
20 (	CALENDAR DAYS:	%				
30 (	CALENDAR DAYS:	%				
OTHER:	CALENDAR DAYS:	%				
BE COMPLETED, CERT	NCE IS AVAILABLE FOR TI TIFIED AND SUBMITTED W REQUESTED: MFG?	ITH THE BID IN ORD	DER TO BE C			RM MUST
	REFERENCE MAY BE AVAII ISSUED RESIDENT PREFE OR CONSIDERATION.					
PLEASE ENTER THE ST BUSINESS?	TATE RESIDENT PREFERE	ENCE NUMBER HER	tE:	MFG	?	
	CO	MPLIANCE AGREE	MENT			
	GNED, HAVE READ AND EX IS AND CONDITIONS, AND THEM.					то
SIGNATURE:			DATE:	/	/	
NAME:			TITLE:			
	(PRINT OR TYP	E)				
COMPANY NAME:			EIN:			
ADDRESS:						
CITY:		STATE:	ZIP:			
PHONE: (		FAX: ()_	<del>-</del>			
	MENT TRANSFERS ARE ST SIT WWW.CABQ.GOV/ONL		-			

#### Page 4 of 34 PRICING DETAIL FORM RFB2005-077-SB

IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:

ITEM NO.	QUANTITY/UNIT	ITEM	BASE COST PER UNIT
1	1.00 EA	SEDAN – FULL-SIZE FWD	\$
2	1.00 EA	HYBRID PICKUP TRUCK	\$
3	1.00 EA	ALTERNATE FUEL (E85) LARGE UTILITY VEHICLE	\$
4	1.00 EA	7-PASSENGER MINI-VAN; FWD	\$
5	1.00 EA	MINI-CARGO VANS; FWD	\$
6	1.00 EA	8-PASSENGER MINI-VAN; RWD	\$
7	1.00 EA	MINI-CARGO VANS; RWD	\$
8	1.00 EA	15-PASSENGER VANS	\$
9	1.00 EA	CARGO VANS	\$

TOTAL PRICE MUST INCLUDE ALL APPLICABLE TAXES, LICENSES, REGISTRATION, FREIGHT AND FEES.

ALL QUESTIONS MUST BE ADDRESSED IN WRITING (E-MAIL OR FAX) TO:

SUZANNE BOEHLAND, SENIOR BUYER E-MAIL: SBOEHLAND@CABQ.GOV FAX: (505) 768-3355

VENDOR NAME:	
--------------	--

#### Page 5 of 34 SUPPLEMENTAL TERMS & CONDITIONS RFB2005-077-SB

#### SUPPLEMENTAL TERMS AND CONDITIONS:

These supplemental terms and conditions are in addition to the general instructions, terms and conditions and, in the event there is a conflict between the provisions of the general instructions, terms and conditions and these supplemental terms and conditions, the provisions of these supplemental terms and conditions shall control.

- 1. Other Political Entities (hereinafter, OPE) may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated. It shall further be understood that when the terms "City of Albuquerque" or "the City" are used, that OPE also applies, unless otherwise stated. It shall be the responsibility of the vendor to verify whether the purchasing entity is legitimate.
- 2. All Offers are to be for NEW and of most current production vehicles, unless otherwise specified.
- 3. The "Ship To" for the City of Albuquerque always shall be the Fleet Management Division unless otherwise noted on the purchase order.
- 4. Final inspection and acceptance will be by the City's Fleet Management Division (or OPE designated entity on their contract) at the destination stated on any contract/purchase order that may result. Any problems will be forwarded, in writing, to the City Purchasing Officer for further action. Vehicles, supplies or equipment rejected at the destination for failure to comply with specifications will be removed promptly, at the Vendor's risk and expense, upon notification by the City.
- 5. Vendor agrees that the vehicles, supplies, equipment and/or services furnished under any order which may result from this RFB shall be covered by the most favorable commercial warranties (including extended warranties purchased herein).
- 6. Invoices shall be paid in full within 15 days of receipt of the vehicle(s) described therein. The seller may assess late payment charges on past due accounts not to exceed one and one-half percent (1-1/2%) per month of the unpaid balance. If payment is made by mail, it shall be deemed tendered on the date it is postmarked.
- 7. The vendor shall have the right to withhold vehicle origin/title documents until payment is received.
- 8. The following information shall be on each invoice, shipping and/or packing document, and presented at the time and place of delivery as instructed in the RFB, contract and/or purchase order:
  - City's Contract/Purchase Order Number
  - · Ordering Department's Name
  - Vendor's Invoice Number and Date (shall be the same date as delivered and signed for by the "ship to"). Copies of the Invoice shall be
    provided to Accounts Payable and to the "ship to", and original invoice shall be mailed to the user department address/contact as stated
    on the Contract/Purchase Order.
  - Description, quantity, unit price and extended total of the item(s) being delivered.
- 9. A Separate invoice shall be issued for each vehicle/equipment.
- All vehicles shall include all OEM equipment as supplied by the Manufacturer, unless otherwise specified on the contract/purchase order or in the RFB.
- 11. No Dealer/Vendor ornamentation or advertising shall be displayed on the interior <u>or</u> exterior of vehicle. Vehicles delivered with such ornamentation or advertising may be rejected and/or returned to the Vendor for removal at the Vendor's expense.
- 12. Vendors shall notify the City of Albuquerque Purchasing Office and the Fleet Management Division (in writing) of the Manufacturer's Build Out Dates as soon as is practicable.
- 13. Pricing offered as a result of this RFB is firm and not subject to negotiation.
- 14. All pricing offered in response to this RFB shall be based upon FOB Albuquerque, NM. Other Political Entities must negotiate transportation/costs with the seller(s).
- 15. All ordered options shall be installed on the vehicle prior to delivery to the City.
- 16. The City of Albuquerque reserves the right to add or delete options or negotiate the price of options, if it is the best interest of the City. All negotiated pricing shall be subject to mutual agreement between the purchaser and the seller.
- 17. Any reference to a particular make or model are intended to denote acceptable levels of quality and design, and are not intended to be restrictive. Award is made to the lowest responsive, responsible Offeror who meets or exceeds specifications, terms and conditions.
- 18. All questions regarding any aspect of the RFB must be made, in writing, to the Purchasing Office. No direct contact with the end user or Fleet Management is permitted once a bid is posted to the City of Albuquerque's website.

#### Page 6 of 34 SUPPLEMENTAL TERMS & CONDITIONS RFB2005-077-SB

- 19. The City of Albuquerque reserves the right to make multiple awards on bid items where pricing offered for base vehicles is within two percent (2%) of the lowest responsive bid.
- 20. Agency: In the event that an offer is signed by an agent, the City reserves the right to require evidence of the agent's authority.
- 21. Cited Model: The model (s) cited herein is (are) intended only as a reference; however any model offered must meet or exceed all specifications of the cited model(s) by virtue of performance and/or physical specifications.
- 22. Freight, as Indicated: F.O.B. point other than indicated by the City will not be acceptable.
- 23. Guaranteed Performance: The Offeror, if awarded a contract as a result of this request, guarantees that the materials supplied are capable of the performance required in the specifications in this request, and agrees to make such changes, adjustments or replacements as are immediately necessary in order for the materials to meet the purchasing requirements at no cost to the City. If defects or specification failures are discovered, the Purchasing Officer shall have the right, notwithstanding acceptance and payment, to require the unit/item to be properly furnished in accordance with the specifications and drawings at the cost and expense of the Offeror's surety.
- 24. Inspection of Materials: The City reserves the right to inspect materials provided by the Offeror through a contract resulting from this request to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the City desires.
- 25. Manufacturer's Information: Any offer made in response to this request must include the manufacturer's make and model number (as applicable) of each item and literature clearly describing the item. Failure to provide this information and sufficient information to fully evaluate your offer may result in rejection of the offer.
- 26. Title: Title to all items of tangible personal property, services and construction provided pursuant to a contract resulting from this request shall pass to the City at the time of payment free and clear of all liens, claims, security interest and encumbrances.
- 27. Ship To Instructions: Ship to and invoice mailing information shall be stated on the individual contract / purchase order. Vendor shall provide a copy of each contract / purchase order and invoice at time of delivery. Ship to address shall be:

City of Albuquerque Fleet Management Division 5501 Pino Road, Building H Albuquerque, New Mexico 87109

#### Page 7 of 34 SPECIFICATIONS – ITEM 1: SEDANS – FULL-SIZE; FWD RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing **SEDANS – FULL-SIZE FWD** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

 $\textbf{Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach \underline{\textit{detailed}} brochures that show both } \\$ 

standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE M	IODEL (Current Mo	odel)
			Sedan – Full-Size Front Wheel D	rive – 4 door	Ford 500 or Che	evrolet Impala, or e	qual
			BASE COST PER UNIT:	\$			
1	20	each	MODEL:				
			MAKE:				
			ENGINE:				
			STANDARD SPECIFICATIONS	<u> </u>		MEETS SPEC (circle appropr	
AIR CONDITION	ONING:	Factory syst	tem			YES	NO
BRAKES:		Front disc w	rith ABS			YES	NO
UMPER: Factory standard front and rear bumpers				YES	NO		
EXTERIOR COLOR: Factory production White				YES	NO		
ENGINE:		3.0 liter, gas	soline			YES	NO
FUEL TANK		16 gallon ca	pacity			YES	NO
GLASS:		Factory star	ndard tint			YES	NO
INTERIOR COLOR: Light blue, light gray			ght gray or tan			YES	NO
MIRRORS:	IRRORS: Power Remote				YES	NO	
RADIO:					YES	NO	
EATING CAPACITY: Seating capacity 5				YES	NO		
SEATING UPHOLSTERY: Cloth Upholstery				YES	NO		
STEERING: Power assist			ted rack and pinion; Tilt Wheel/Cruis	e Control		YES	NO
TIRES:		Manufacturer's standard all season radial – full size spare			YES	NO	
TRANSMISSION:		4-speed automatic			YES	NO	
WARRANTY:		Minimum 5-	year/75,000 miles bumper-to-bumper	factory warranty.	NO DEDUCTIBLE	YES	NO
WHEEL BASE	<u></u>	110 inches				YES	NO
WINDSHIELD	WIPERS:	Dual multi-s washers.	peed windshield wipers with intermitt	ent (delay) wipe se	ettings. Windshield	YES	NO
			OPTIO	NS			

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

	DESCRIPTION	MODEL	PRICE (quantity 1 ea.)	MEETS SPEC	CIFICATIONS oriate answer)
A.	Power windows and locks		\$	YES	NO
В.	Station Wagon Body		\$	YES	NO

VENDOR NAME:
--------------

## Page 8 of 34 SPECIFICATIONS – ITEM 1: SEDANS – FULL-SIZE; FWD RFB2005-077-SB

## ADDITIONAL OPTIONS Complete below for additional options; attach additional page(s) for additional offered options PRICE DESCRIPTION MODEL (quantity 1 ea.) C. \$ D. \$ E. \$ \$ F. G. \$ Н. \$ I. \$ \$ J. K. \$ L. \$ \$ M. N. \$ \$ Ο. Ρ. \$ Q. \$ R. \$ \$ S. Т. \$ U. \$ ٧. \$ W. \$ Χ. \$

'ENDOR NAME:	
--------------	--

## Page 9 of 34 SPECIFICATIONS – ITEM 2: HYBRID PICK-UP TRUCKS RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing **HYBRID PICKUP TRUCKS** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE MODI	EL (Current Mode	el)
			½-Ton Gas/Electric Hybrid Picku	p Truck	Chevrolet 1500 Extended	Cab CC15753 o	r equal
			BASE COST PER UNIT:	\$			
2	15	each	MODEL:				
			MAKE:				
			ENGINE:				
		•	STANDARD SPECIFICATIONS	•		MEETS SPEC (circle appropr	
AIR CONDIT	IONING:	Factory star	ndard			YES	NO
BODY / BOX	:	Factory star	ndard 2 door cab with standard 8' lon	g bed; wide	box.	YES	NO
BRAKES:	Power assisted, 4-Wheel disc with ABS				YES	NO	
BUMPER:	MPER: Factory standard front and rear bumpers				YES	NO	
EXTERIOR (	COLOR:	Factory prod	duction White			YES	NO
ENGINE:		5.3 liter, gas	soline; auto start/stop			YES	NO
FLOOR MAT	:	Heavy duty;	black vinyl or rubber			YES	NO
FUEL TANK		30 gallon ca	pacity			YES	NO
GLASS:		Factory star	ndard tinted			YES	NO
GVWR:					YES	NO	
HYBRID ELE	CTRICAL:		ter generator; 600CCA battery; 42-vo age/control module and power inverte			YES	NO
INTERIOR COLOR: Light blue, light gray or tan					YES	NO	
MIRRORS:		Manufacture	ers standard extendable side mirrors			YES	NO
RADIO: Factory AM/FM radio with clock				YES	NO		
SEATING CA	APACITY:	5 passenge	rs			YES	NO
STEERING:		Power assisted; tilt wheel; cruise control			YES	NO	
TIRES:		Manufacture	er's standard On-Off Road radial to m	neet GVWR;	full-size spare, with carrier.	YES	NO
TRANSMISS	ION:	Heavy duty	automatic with oil cooler			YES	NO
WARRANTY	•	Minimum 5-	year/75,000 miles bumper-to-bumpe	r factory war	ranty. NO DEDUCTIBLE.	YES	NO
WHEEL BAS	E:	143 inches				YES	NO
WINDSHIELI	O WIPERS:	Dual multi-s washers.	peed windshield wipers with intermitt	ent (delay) v	vipe settings. Windshield	YES	NO

## Page 10 of 34 SPECIFICATIONS – ITEM 2: HYBRID PICK-UP TRUCKS RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

	DESCRIPTION	MODEL	PRICE (quantity 1 ea.)	MEETS SPEC	CIFICATIONS oriate answer)
A.	Four wheel drive; HD transfer case; factory skid plates; front axle disconnect.		\$	YES	NO
B.	Limited Slip Differential.		\$	YES	NO
C.	Non-factory exterior paint color		\$	YES	NO
D.	Cab-mounted warning beacon (strobe) with dashboard mounted illuminated switch. Federal Signal #450152-02 or equal		\$	YES	NO
E.	Across the bed toolbox – bright aluminum, with locks. Weather guard or Rawson-Koenig		\$	YES	NO
F.	Heavy-duty lourvered headache rack; Rawson-Koenig or equal.		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
G.		\$
н.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$

#### Page 11 of 34 SPECIFICATIONS – ITEM 3: ALTERNATE FUEL (E85) LARGE UTILITY VEHICLES RFB2005-077-SB

The following specifications are the <u>minimum acceptable</u> for furnishing **ALTERNATE FUEL (E85) LARGE UTILITY VEHICLES** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both

standard features and options, and state factory production schedules for the offered models

WINDSHIELD WIPERS:

washers.

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE M	ODEL (Current I	Model)
			Large Alternate Fuel (E85) Utility \ ½-Ton; with Police Packa		Chevrole	t Tahoe or equal	
			BASE COST PER UNIT:	\$			
3	15	each	MODEL:				
			MAKE:				
			ENGINE:				
			STANDARD SPECIFICATIONS			MEETS SPECI	
AIR CONDITI	ONING:	Factory star	dard			YES	NO
BODY:		Factory star	dard four door design			YES	NO
BRAKES:		Power assis	ted, front disc with ABS			YES	NO
BUMPER:		Factory star	dard front and rear bumpers			YES	NO
DOOR, REAR	?	Liftgate type; manufacturer's standard					NO
EXTERIOR COLOR:		Factory production White, unless otherwise stated on purchase order					NO
ENGINE:		V8; 5.0 liter E85/gasoline flex-fuel					NO
FLOOR COVE	ERING:	Factory standard carpeting					NO
FUEL TANK		26 gallon capacity				YES	NO
GLASS:		Factory standard tinted				YES	NO
GVWR:		6,500 lbs.; contractor shall provide appropriate GVWR for options selected				YES	NO
INTERIOR CO	DLOR:	Light blue, light gray or tan				YES	NO
MIRRORS:		Manufacturer's standard extendable side mirrors				YES	NO
RADIO:		Factory AM/FM radio with clock				YES	NO
SEATING/UPHOLSTERY:		Cloth uphols	stery; bench seats; list seat options b	elow (in <i>Additional Op</i>	tions)	YES	NO
SEATING CA	PACITY:	5 – 6 passer	ngers			YES	NO
STEERING:		Power assis	ted tilt wheel/cruise control			YES	NO
TIRES:		Manufacturer's standard On-Off road radial – full-size spare			YES	NO	
TRANSMISSION:		Heavy-duty 4 speed automatic			YES	NO	
WARRANTY:		Minimum 5-	Minimum 5-year/75,000 miles bumper-to-bumper factory warranty. NO DEDUCTIBLE.			YES	NO
WHEEL BASE:		116 inches			YES	NO	

Dual multi-speed windshield wipers with intermittent (delay) wipe settings. Windshield

YES

NO

## Page 12 of 34 SPECIFICATIONS – ITEM 3: ALTERNATE FUEL (E85) LARGE UTILITY VEHICLES RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

	DESCRIPTION	MODEL	PRICE (quantity 1 ea.)	MEETS SPECIFICATIONS (circle appropriate answer)	
A.	Power door locks and windows		\$	YES	NO
B.	Rear air conditioning		\$	YES	NO
C.	Add third row seat		\$	YES	NO
D.	Rubber matting on floors in lieu of carpeting		\$	YES	NO
E.	Manufacturer's standard color-keyed carpeting with factory fitted floor mats		\$	YES	NO
F.	Vertical opening rear doors		\$	YES	NO
G.	Four-wheel drive; HD transfer case; factory skid plates; front axle disconnect.		\$	YES	NO
H.	Limited slip differential		\$	YES	NO
I.	Factory Police Package (detail options on additional pages, if necessary)		\$	YES	NO
J.	Non-factory exterior paint color		\$	YES	NO
K.	Trailer towing package; class three receiver hitch; 4/7 pin connectors		\$	YES	NO
L.	8,000 lb capacity worm gear drive electric winch, 5/16" cable; hook and guide		\$	YES	NO
M.	Deep tint security glass		\$	YES	NO
N.	Six-inch spotlight		\$	YES	NO
Ο.	Roof with amber light bar with 4 rotators; Code 2 or Federal Signal		\$	YES	NO
P.	Cab mounted warning beacon (strobe) with dashboard mounted illuminated switch. Federal Signal # 450152-02 or equal.		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
Q.		\$
R.		\$
S.		\$
т.		\$
U.		\$
V.		\$

## Page 13 of 34 SPECIFICATIONS – ITEM 4: 7-PASSENGER MINI-VANS; FWD RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing **7-PASSENGER MINI-VANS**; **FWD** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION	REFERENCE MOD		DEL (Current Model)	
	,		7-Passenger Mini-Van: Front Who	eel Drive Chevrolet Venture or		r Ford Freestar or equal	
			BASE COST PER UNIT:	\$			
4	10	each	MODEL:				
			MAKE:				
			ENGINE:				
		1	STANDARD SPECIFICATIONS			MEETS SPECIFICATIONS (circle appropriate answer)	
AIR CONDITION	ONING:	Factory system; maul controls; rear heating and air conditioning				YES	NO
AXLE:		Front Whee	l Drive (list ratios available)			YES	NO
BRAKES:		Hydraulic, d	lisc front; with ABS			YES	NO
BUMPERS:		Factory star	ndard front and rear bumpers			YES	NO
EXTERIOR C	OLOR:	Factory production White					NO
ENGINE:		3.0 liter gas	oline	YES	NO		
GLASS:		Factory star	ndard tinted glass	YES	NO		
GVWR:		5,300 lbs.				YES	NO
INTERIOR:		Fully lined top, sides, and floor area; factory installed.				YES	NO
MIRRORS:		Power; remote control.				YES	NO
RADIO:		Factory AM/FM radio with clock				YES	NO
REAR DOOR:		Two (2) vertical opening with windows.				YES	NO
SEATING/TRIM:		Driver and all passengers; cloth; manufacturer standard blue, tan, brown, or gray				YES	NO
SIDE DOOR:		Sliding, with	window.			YES	NO
STEERING:		Power assis	sted.			YES	NO
TIRES:		Factory star	ndard; radial; to meet GVWR; spare in	ncluded.		YES	NO
TRANSMISSION:		4-Speed Automatic with overdrive.				YES	NO
WARRANTY:		5-years/75,000 miles bumper-to-bumper factory warranty; NO DEDUCTIBLE			YES	NO	
WHEEL BASE:		120 inches	s (nominal)			YES	NO
WINDSHIELD WIPERS:		Dual multi-s wipers.	speed windshield wipers with intermittent (delay) wipe settings. Windshield			YES	NO

|--|

## Page 14 of 34 SPECIFICATIONS – ITEM 4: 7-PASSENGER MINI-VANS; FWD RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

DESCRIPTION		MODEL	PRICE (quantity 1 ea.)	MEETS SPECIFICATIONS (circle appropriate answer)	
A. Exterior color other than factory standard.			\$	YES	NO
В.	Privacy glass.		\$	YES	NO
C.	Power windows and locks		\$	YES	NO
D.	Heavy-duty vinyl seat trim in lieu of cloth.		\$	YES	NO
E.	Hinged side doors with windows.		\$	YES	NO
F.	Tilt Wheel/Cruise Control.		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
G.		\$
Н.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
T.		\$
U.		\$

VENDOR NAME:	
--------------	--

#### Page 15 of 34 SPECIFICATIONS – ITEM 5: MINI-CARGO VANS; FWD RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing **MINI-CARGO VANS**; **FWD** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION	DESCRIPTION REFERENCE MODE		EL (Current Model)	
			Front Wheel Drive Mini-Cargo Vans Chevrolet Venture or For		ord Freestar or equal.		
			BASE COST PER UNIT:	\$			
5	10	each	MODEL:				
			MAKE:				
			ENGINE:				
	STANDARD SPECIFICATIONS					MEETS SPECIFICATIONS (circle appropriate answer)	
AIR CONDITI	ONING/HEATER:	Factory	Factory system; manual controls; rear heating and air conditioning				NO
AXLES:		Front W	/heel Drive (list ratios available)			YES	NO
BRAKES:		Hydrau	lic; disc front; with ABS			YES	NO
BUMPERS:		Factory	standard front and rear bumpers			YES	NO
EXTERIOR C	OLOR:	Factory	Factory production; White				NO
ENGINE:		3.0 lite	3.0 liter gasoline				NO
GLASS:		Factory	Factory standard tinted glass				NO
GVWR:		5,300 lk	5,300 lbs.				NO
INTERIOR:		Fully lin	Fully lined top, sides, and floor area; factory installed			YES	NO
MIRRORS:		Power;	Power; remote control			YES	NO
RADIO:		Factory	Factory AM/FM radio with clock				NO
REAR DOOR	:	Two (2)	Two (2) vertical opening with windows				NO
SEATING/TRIM:		Driver a	Driver and all passengers; cloth; manufacturer standard blue, tan, brown, or gray				NO
SIDE DOOR:		Sliding;	Sliding; with window				NO
STEERING:		Power	assisted			YES	NO
TIRES:		Factory	standard; radial; to meet GVWR; sp.	are included		YES	NO
TRANSMISSION:		4-Spee	4-Speed Automatic with overdrive			YES	NO
WARRANTY:		5-years	5-years/75,000 miles bumper-to-bumper factory warranty; NO DEDUCTIBLE			YES	NO
WHEEL BASE:			inches (nominal)			YES	NO
WINDSHIELD WIPERS:		Dual m washer	multi-speed windshield wipers with intermittent (delay) wipe settings; Windshield ers			YES	NO

|--|

## Page 16 of 34 SPECIFICATIONS – ITEM 5: MINI-CARGO VANS; FWD RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

DESCRIPTION		MODEL PRICE (quantity 1 ea.)		MEETS SPECIFICATIONS (circle appropriate answer)	
A.	Exterior color other than factory standard		\$	YES	NO
В.	Expanded metal bulkhead, full width, to protect driver and passenger, installed; to meet all state/federal safety standards.		\$	YES	NO
C.	Power windows and locks		\$	YES	NO
D.	Heavy-duty vinyl seat trim in lieu of cloth.		\$	YES	NO
E.	Hinged side doors with windows.		\$	YES	NO
F.	Deduct window(s) on side doors(s)		\$	YES	NO
G.	Tilt Wheel/Cruise Control		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
н.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
T.		\$

## Page 17 of 34 SPECIFICATIONS – ITEM 6: 8-PASSENGER MINI-VANS; RWD RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing **8-PASSENGER MINI-VANS**; **RWD** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE MODE	EL (Current Mode	el)
			8-Passenger Mini-Van; Rear-Whe	eel Drive	Chevrolet Astro	ovan or equal	
			BASE COST PER UNIT:	\$			
6	10	each	MODEL:				
			MAKE:				
			ENGINE:				
			STANDARD SPECIFICATIONS			MEETS SPEC	
AIR CONDITION	ONING/HEATER	: Factor	y system; manual controls; rear heat	ing and air c	onditioning	YES	NO
AXLES:		3.42 (1	nominal); Limited slip; Rear-Wheel Di	rive		YES	NO
BRAKES:		Hydra	Hydraulic; disc front; with ABS				NO
BUMPERS:		Factor	y standard front and rear bumpers			YES	NO
EXTERIOR COLOR:		Factor	y production White			YES	NO
ENGINE:		3.0 lite	er gasoline.			YES	NO
GLASS:		Factor	y standard tinted glass.			YES	NO
GVWR:		5,700	lbs.			YES	NO
INTERIOR CO	DLOR:	Fully li	ned top, sides, and floor area; factor	y installed.		YES	NO
MIRRORS:		Power	ower; remote control.				NO
RADIO:		Factor	actory AM/FM radio with clock.				NO
REAR DOOR:		Two (2	Two (2) vertical opening with windows			YES	NO
SEATING/TRIM:		Driver	and all passengers; cloth; manufactu	ırer standard	l blue, tan, brown, or gray	YES	NO
SIDE DOOR:		Sliding	g; with window			YES	NO
STEERING:		Power	assisted			YES	NO
TIRES:		Factor	y standard; radial; to meet GVWR; s	oare include	t	YES	NO
TRANSMISSION:		4-Spe	4-Speed Automatic with overdrive			YES	NO
WARRANTY:		5-year	years/75,000 miles bumper-to-bumper factory warranty; NO DEDUCTIBLE			YES	NO
WHEEL BASE	:		nches (nominal)			YES	NO
WINDSHIELD	WIPERS:	Dual n washe	multi-speed windshield wipers with intermittent (delay) wipe settings; Windshield ers			YES	NO

'ENDOR NAME:
--------------

## Page 18 of 34 SPECIFICATIONS – ITEM 6: 8-PASSENGER MINI-VANS; RWD RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

DESCRIPTION		MODEL	PRICE (quantity 1 ea.)	MEETS SPECIFICATIONS (circle appropriate answer)	
A.	Exterior color other than factory standard		\$	YES	NO
B.	Privacy Glass		\$	YES	NO
C.	Power windows and locks		\$	YES	NO
D.	Heavy-duty vinyl seat trim in lieu of cloth		\$	YES	NO
E.	Hinged side doors with windows		\$	YES	NO
F.	Tilt Wheel/Cruise Control		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
G.		\$
H.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
0.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
T.		\$

#### Page 19 of 34 SPECIFICATIONS - ITEM 7: MINI-CARGO VANS; RWD RFB2005-077-SB

The following specifications are the *minimum acceptable* for furnishing MINI-CARGO VANS; RWD to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION	REFE	RENCE MODEL (Currer	EL (Current Model)	
		estimate)	Mini-Cargo Vans; 2-Passen Rear-Wheel Drive	ger Chevrolet Astrova		ovan or equal	
			BASE COST PER UNIT:	\$			
7	10	each	MODEL:				
			MAKE:				
			ENGINE:				
	<u> </u>	;	STANDARD SPECIFICATIONS			PECIFICAT	
AIR CONDITI	ONING/HEATER:	Factory sys	stem; manual controls		YES	١	NO
AXLES:		3.42 (nomi	3.42 (nominal); Limited slip; Rear-Wheel Drive				VO
BRAKES:		Hydraulic;	Hydraulic; disc front; with ABS			١	VO
BUMPERS:		Factory standard front and rear bumpers			YES	١	VO
EXTERIOR C	OLOR:	Factory production White			YES	١	NO
ENGINE:		3.0 liter ga	soline		YES	١	NO
GLASS:		Factory sta	andard tinted glass		YES	١	NO
GVWR:		5,500 lbs.			YES	١	VO
INTERIOR:		Fully lined	Fully lined top, sides, and floor area; factory installed.			١	VO
MIRRORS:		Power; ren	er; remote control			١	VO
RADIO:		Factory AN	actory AM/FM radio with clock.			١	VO
REAR DOOR	:	Two (2) ve	rtical opening with windows		YES	١	VO
SEATING/TR	IM:	Driver and	passenger; cloth; manufacturer stan-	dard blue, tan, brown, or gra	y YES	١	VO
SIDE DOOR:		Sliding; wit	h window		YES	١	VO
STEERING:		Power ass	Power assisted			١	VO
TIRES:		Factory standard; radial; to meet GVWR; spare included			YES	١	VO
TRANSMISSION:		4-Speed A	Speed Automatic with overdrive			١	NO
WARRANTY:		5-years/75	75,000 miles bumper-to-bumper factory warranty; NO DEDUCTIBLE			١	NO
WHEEL BASE:		111 inches	nes (nominal)			1	NO

Dual multi-speed wipers with intermittent (delay) wipe settings; Windshield washers

YES

NO

WINDSHIELD WIPERS:

## Page 20 of 34 SPECIFICATIONS – ITEM 7: MINI-CARGO VANS; RWD RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

	DESCRIPTION	MODEL	PRICE MEETS SPECIFICA (quantity 1 ea.) (circle appropriate a		
A.	Exterior color other than factory standard		\$	YES	NO
B.	Power windows and locks		\$	YES	NO
C.	Heavy-duty vinyl seat trim in lieu of cloth		\$	YES	NO
D.	Hinged side doors with windows		\$	YES	NO
E.	Delete window(s) on side door(s)		\$	YES	NO
F.	Expanded metal bulkhead, full width, to protect driver and passenger, installed; to meet all state/federal safety standards.		\$	YES	NO
G.	Tilt Wheel/Cruise Control		\$	YES	NO

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
н.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
T.		\$

## Page 21 of 34 SPECIFICATIONS – ITEM 8: 15-PASSENGER VANS RFB2005-077-SB

The following specifications are the <u>minimum acceptable</u> for furnishing **15-PASSENGER VANS** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE MOI	DEL (Current Mo	odel)	
	(**************************************		15-Passenger Vans		Chevrolet Expre	ess 3500 or equa	al	
			BASE COST PER UNIT:	\$				
8	15	each	MODEL:					
			MAKE:					
			ENGINE:					
	<u>l</u>		STANDARD SPECIFICATIONS			MEETS SPEC		
AIR CONDITI	IR CONDITIONING/HEATER: Factory system; Front and Rear; rear controls; Rear heater for passenger compartment		YES	NO				
AXLES:		3.73 (nominal); Limited slip			YES	NO		
BRAKES:		Hydraulic; disc front; with ABS			YES	NO		
BUMPERS:	PERS: Factory standard front and rear bumpers			YES	NO			
EXTERIOR C	ERIOR COLOR: Factory production White		YES	NO				
ENGINE:		5.4 liter gasoline		YES	NO			
GLASS:		Factory s	Factory standard tinted glass		YES	NO		
GVWR: 9,400 lbs. – contractor must furnish higher GVWR if required by options selected		YES	NO					
INTERIOR:	INTERIOR: Fully lined; top, sides, and floor area; factory installed		YES	NO				
MIRRORS:	Power; remote control		YES	NO				
RADIO:	Factory AM/FM radio with clock.		ry AM/FM radio with clock.		ictory AM/FM radio with clock.		YES	NO
REAR DOOR	:	Two (2) v	ertical opening with windows			YES	NO	
SEATING CA	Driver and all passengers; cloth; manufacturer standard blue, tan, brown, or gray; 2-3-3-4 configuration		YES	NO				
SIDE DOOR:			YES	NO				
STEERING:	TEERING: Power assisted; Tilt Wheel/Cruise Control		YES	NO				
TIRES:	IRES: Factory standard; radial; to meet GVWR; spare included		YES	NO				
TRANSMISS	TRANSMISSION: Automatic with overdrive; external transmission cooler			YES	NO			
WARRANTY:		5-years/7	5,000 miles bumper-to-bumper facto	ry warranty;	NO DEDUCTIBLE	YES	NO	
WHEEL BAS	E:	138 inche	es, minimum			YES	NO	
WINDSHIELD WIPERS: Dual multi-speed windshield wipers with intermittent (delay) wipe settings; Windshield			YES	NO				

washers

## Page 22 of 34 SPECIFICATIONS – ITEM 8: 15-PASSENGER VANS RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

DESCRIPTION		MODEL	PRICE (quantity 1 ea.)	MEETS SPECIFICATIONS (circle appropriate answer)		
A.	Exterior color other than factory standard		\$	YES	NO	
В.	Power windows and locks		\$	YES	NO	
C.	Privacy glass; factory installed		\$	YES	NO	
D.	Sliding side door with window in lieu of double hinged doors		\$	YES	NO	
E.	12-passenger seating; 2-3-3-4 configuration; extended body		\$	YES	NO	
F.	12-passenger seating; 2-3-3-4 configuration; non-extended body		\$	YES	NO	
G.	6.0 liter gasoline engine		\$	YES	NO	

## ADDITIONAL OPTIONS

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
н.		\$
I.		\$
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
0.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
Т.		\$

## Page 23 of 34 SPECIFICATIONS – ITEM 9: CARGO VANS RFB2005-077-SB

The following specifications are the <u>minimum acceptable</u> for furnishing **CARGO VANS** to the City of Albuquerque as a result of this solicitation. Units furnished shall meet or exceed the physical and/or performance specifications of the reference model(s) below. The City may waive any minor exceptions, if doing so is in its best interests. The City also reserves the right to negotiate options not listed on this solicitation or not initially offered by the vendor, subject to mutual agreement. Quantities are estimated. Actual purchases will be made subject to availability of sufficient funds.

Bidder shall state exact make(s) and year(s) of vehicle and body offered. Complete the specification chart and attach <u>detailed</u> brochures that show both standard features and options, and state factory production schedules for the offered models

ITEM	QUANTITY (estimate)	UNIT	DESCRIPTION		REFERENCE MOI	DEL (Current Mod	del)
	(100		Cargo Van; 2-Passenger		Chevrolet Express Ca	rgo 2500/3500 oi	equal
			BASE COST PER UNIT:	\$			
9	10	each	MODEL:				
			MAKE:				
			ENGINE:				
			STANDARD SPECIFICATIONS			MEETS SPECI	
AIR CONDITI	AIR CONDITIONING/HEATER: Factory system; manual controls			YES	NO		
AXLES:		3.73 (nomi	nal); Limited slip			YES	NO
BRAKES:		Hydraulic;	disc front; with ABS			YES	NO
BUMPERS:	BUMPERS: Factory standard front and rear bumpers				YES	NO	
EXTERIOR COLOR: Factory production White			YES	NO			
ENGINE: 5.3 liter gasoline			YES	NO			
GLASS: Factory standard tinted glass			YES	NO			
GVWR: 8,600 lbs.		YES	NO				
INTERIOR: Fully lined top, sides, and floor area; factory installed		YES	NO				
MIRRORS: Power; remote control		YES	NO				
RADIO:	RADIO: Factory AM/FM radio with clock.		YES	NO			
REAR DOOR	:	Two (2) ve	rtical opening with windows			YES	NO
SEATING CA	PACITY:	Driver and	passenger; cloth; manufacturer stand	dard blue, ta	ın, brown, or gray	YES	NO
SIDE DOOR:	SIDE DOOR: Double hinged with windows		YES	NO			
STEERING: Power assisted; Tilt Wheel/Cruise Control			YES	NO			
TIRES: Factory standard; radial; to meet GVWR; spare included			YES	NO			
TRANSMISSION: Heavy Duty Automatic with overdrive; external transmission cooler		YES	NO				
WARRANTY:	WARRANTY: 5-years/75,000 miles bumper-to-bumper factory warranty; NO DEDUCTIBLE		YES	NO			
WHEEL BASE	WHEEL BASE: 135 inches (nominal)		YES	NO			
WINDSHIELD WIPERS:  Dual multi-speed windshield wipers with intermittent (delay) wipe settings; Windshield washers			YES	NO			

'ENDOR NAME:
--------------

## Page 24 of 34 SPECIFICATIONS – ITEM 9: CARGO VANS RFB2005-077-SB

## **OPTIONS**

Price each of the options by make/model number. Also list and price other options offered for each make/model that are not specifically listed below. These options shall include up-fitted items

	DESCRIPTION	MODEL	PRICE (quantity 1 ea.)	MEETS SPEC (circle appropr	
A.	Exterior color other than factory standard		\$	YES	NO
B.	Power windows and locks		\$	YES	NO
C.	Heavy-duty vinyl seat trim in lieu of cloth		\$	YES	NO
D.	Sliding side door with window		\$	YES	NO
E.	Delete window(s) on side door(s)		\$	YES	NO
F.	6.0 liter gasoline engine		\$	YES	NO
G.	9,600 lbs. GVWR; (Chevrolet Express Cargo 3500 or equal)		\$	YES	NO
Н.	Extended body; minimum 300 cu. ft. cargo capacity		\$	YES	NO
I.	Expanded metal bulkhead, full width, to protect driver and passenger, installed; to meet all state/federal safety standards.		\$	YES	NO

## ADDITIONAL OPTIONS

 $\label{lem:complete} \mbox{Complete below for additional options; attach additional page (s) for additional offered options}$ 

DESCRIPTION	MODEL	PRICE (quantity 1 ea.)
J.		\$
K.		\$
L.		\$
M.		\$
N.		\$
O.		\$
P.		\$
Q.		\$
R.		\$
S.		\$
T.		\$

# Page 25 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

#### CITY OF ALBUQUERQUE

#### GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS, FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

- 1. <u>Applicability</u>: Except as otherwise specifically provided in the Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinances (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
- 2. <u>Definitions</u>: As used in this request, the definitions of the Public Purchases Ordinances (Section 5-5-2 ROA 1994) apply including the following:
  - A. "City" means the City of Albuquerque, New Mexico.
  - B. "Contract" means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
  - C. "Contractor" means an Offeror who has been awarded a contract.
  - D. "Offeror" means a business that submits a response to a competitive solicitation.
  - E. "Purchase Order" means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
  - F. "Purchasing Office" means the Purchasing Division of the Department of Finance & Administrative Services of the City.
  - G. "Purchasing Officer" means the person charged with the responsibility of administering the Purchasing Office.
  - H. "Request" means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services, or construction.
  - I. "Responsible Offeror" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
  - J. "Responsive Offer" means a written offer to furnish goods, services, or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

#### 3. Preparation of Offer:

- A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.
- B. Preparation Method: All information required in the Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initiated by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.
- C. Unit Prices: The unit prices for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.
  - Unit prices offered should be for the units specified.
- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.
- E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.
  - Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.
- F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.

# Page 26 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

- G. Taxes: Offerors shall include any applicable gross receipts taxes in it offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. <u>Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror.</u> Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.
  - The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.
- J. Equivalent Offers: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutes or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. Exceptions to Specifications: Offerors are to state any exceptions taken to the Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. Indemnity: The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. Patent Indemnity: It any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. Public Inspection: Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A 1978).
- O. Material Safety Data Sheets: To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials safety data sheets may be required for all or part of the products included on the Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.
- P. License and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.
- 4. <u>Debarment or Ineligibility Compliance</u>: By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, and (ii) should any notice of debarment suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.
- 5. <u>Ethical Conduct</u>: By submitting its offer in response to this Request, the Offeror certifies that:
  - A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;

#### Page 27 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

- B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this Request;
- D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.

## 6. Requests for Explanations by Offerors:

- A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be required in writing and received in the Purchasing Office not less then ten (10) working days before the offer opening date.
- B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding, Any official explanations must be issued, in writing, by the Purchasing Division.

#### 7. Addenda:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.

Failure to do so may result in disqualification of the offer.

It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

## 8. Clarification of Offers:

The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

#### 9. Submissions of Offer:

- A. Time: Offers not received by the time and date indicated on the Request will not be accepted.
- B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11<sup>th</sup>) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.
- C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.

Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK BY EXACTLY 1:30 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.

- D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.
- E. Envelope Preparation: The envelope / package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:
  - 1) Name of Offeror
  - 2) Request Number assigned by the City to the Request
  - 3) Opening date as identified on the Request or subsequent addenda
- F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.

## 10. Civil Rights Compliance:

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

# Page 28 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

#### 11. Americans with Disabilities Act Compliance:

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

#### 12. Withdrawal of Offers:

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

#### 13. Opening of Offers:

Time and Place: Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

#### 14. Disqualification of Offer:

- A. Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.
- B. In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:
- C. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.
- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.
- I. Offer was not submitted in ink or typewritten or there is any erasure or alternation of words or figures relating to pricing which is not initialed in ink by the Offeror.
- J. The City determines that an offer contains any misrepresentations whatsoever.

#### 15. Rejection/ Cancellation of Offers:

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

#### 16. Minor or Technical Irregularities:

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.

#### 17. Nonconforming/ Conditional, or Counter Offers:

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

#### Page 29 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

#### 18. Offer Analysis:

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis / evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

#### 19. Award of Contract:

- A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.
- B. Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.
- C. Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.
- D. Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.
- E. Decrease of Quantities: The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. Contract Changes: In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. Debarment / Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. Local and Resident Preferences: A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

#### 20. Goods Produced Under Decent Working Conditions:

It is the policy of the City not to purchase, lease, or rent goods, for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment, and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill NO. M-8 Enactment No. 9-1998]

#### 21. Protest Process:

- A. Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipts of offers.
- B. Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.

#### Page 30 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

- C. Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.
- D. Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protests shall contain at a minimum the following:
  - 1) Name and address of the protesting party
  - 2) The solicitation / Request Number
  - 3) A clear statement of the reason(s) for the protest
  - 4) Details concerning the facts which support the protest
  - 5) Attachments of any written evidence to substantiate the claims of the protest
  - 6) Statement specifying the ruling requested
- E. Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.
- F. Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:

Purchasing Officer City of Albuquerque Purchasing Division P.O. Box 1293 Albuquerque, NM 87103

Envelope should also clearly indicate "PROTEST" and the solicitation number.

G. Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.

#### 22. Delivery, Acceptance and Guarantee:

- A. No Delivery Before Purchase Order is Issued; No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City Purchasing Division.
- B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.
- C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.

#### 23. Inspections:

Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in the Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

#### 24. Invoices and Payments:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

## 25. Default/Termination for Cause:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

# Page 31 of 34 GENERAL TERMS & CONDITIONS RFB2005-077-SB

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

#### 26. Termination for the Convenience of the City:

The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

#### 27. Termination for Lack of Appropriations:

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/ any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(6/30/2003)

## Page 32 of 34 OFFEROR COMMENTS FORM RFB2005-077-SB

## CITY OF ALBUQUERQUE Purchasing Division

## OFFEROR COMMENTS FORM

Request Number					
It is requested that Offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods and services you intend to provide.					
Information pertains to the following (please check applicable box)					
<ul> <li>□ Equivalent Product</li> <li>□ Clarification</li> <li>□ Exception(s) to Requirements</li> <li>□ General or Miscellaneous Comments</li> </ul>					
If additional space is required, please use reverse side of the form or attach additional document(s).					
Name of Offeror Signature Date (Authorized Representative)					

#### Page 33 of 34 LOCAL PREFERENCE CERTIFICATION FORM RFB2005-077-SB

## INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

- 1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror MUST complete and submit this Form with its offer. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. The form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.
- LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business
  Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more
  Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
- 3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. Do not use a post office box or other postal address.
- 4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, not the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
- 5. DEFINITIONS. The following definitions apply to this preference:
  - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
  - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a
    permanent basis.
  - A principal Offeror is a single Offeror, a business which is the prime contractor or one of the prime contractors and not a subcontractor, or a
    partner or joint venturer submitting an offer if conjunction with other businesses.
- 6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

## Page 34 of 34 LOCAL PREFERENCE CERTIFICATION FORM RFB2005-077-SB

## LOCAL PREFERENCE CERTIFICATION FORM

	RFP/RFB NO:			
Business	Name:			
	Business Location (in Abq. Metro Area):			
Business 1	Type: SELECT ONE			
	Corporation – Indicate state of corporation	<i>⇔</i>		
	Partnership – Indicate "general" or "limited"	<del>-</del>		
	Sole Proprietorship (Single Owner with employe	ees)		
	Individual (Single Owner/No employees)	<i>⇔</i>		
	Other – Indicate status	<del>-</del>		
		_		
Additional	Information: (PROVIDE IF BUSIN	ESS IS A CORPOR	ATION)	
Date of inc	corporation in the State of New Mexico	<i>~</i>		
	OFDIFIC	NATIONIO		
	CERTIFIC	ATIONS		
Offerors jo have provi and, if req	ertify that the business set out above is the princip pintly submitting this offer (e.g. as a partnership, journal of the down this form is true and correct, that I am authors are the City, will provide, within 10 days of a provided on this form.	oint venture). I herel horized to sign on be	by certify that the information ehalf of the business set out	n which I t above
	Signature or Authorized Individual:			<u> </u>
	Printed Name:			
	Date:			

YOUR MUST RETURN THIS FORM  $\underline{\text{WITH}}$  YOUR OFFER

9/24/02